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**TITLE SHEET**

**BUSINESS PRODUCTIVITY SOLUTIONS, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Business Productivity Solutions, Inc. The Company's principal offices are located at 44 Wall Street, 6th Floor, New York, New York 10005. This tariff applies to services furnished within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business. (T)

Business Productivity Solutions, Inc. is a competitive telecommunications company providing competitive services in the state of Missouri.

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Issue Date: December 5, 2005

Effective Date: January 5, 2006

by: Sam Vogel, Chief Marketing Officer  
Business Productivity Solutions, Inc.  
44 Wall Street, 6th Floor  
New York, New York 10005

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LIST OF WAIVED STATUTES AND REGULATIONS

The following statutes and regulations have been waived for the Company:

STATUTES

|                   |    |  |
|-------------------|----|--|
| Section 392.210.2 | -- | Uniform Systems of Accounts            |
| Section 392.240.1 | -- | Rates and Rentals                      |
| Section 392.270   | -- | Value of Property (Ratemaking)         |
| Section 392.280   | -- | Depreciation of Accounts               |
| Section 392.290   | -- | Issuance of Securities                 |
| Section 392.300.2 | -- | Acquisition of Stock                   |
| Section 392.310   | -- | Stock and Debt Issuance                |
| Section 392.320   | -- | Stock Dividend Payment                 |
| Section 392.330   | -- | Issuance of Securities, Debts, & Notes |
| Section 392.340   | -- | Reorganization(s)                      |

RULES

|                  |    |                            |
|------------------|----|----------------------------|
| 4 CSR 240-10.020 | -- | Depreciation Fund Income   |
| 4 CSR 240-30.040 | -- | Uniform System of Accounts |

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**TABLE OF CONTENTS**

|  | Sheet |
|--|-------|
| Title Sheet.....   | 1     |
| Table of Contents.....                                       | 3     |
| Concurring, Connecting or Other Participating Carriers ..... | 4     |
| Symbols .....  | 4     |
| Tariff Format .....  | 5     |
| Section 1 - Technical Terms and Abbreviations .....          | 6     |
| Section 2 - Rules and Regulations .....                      | 21    |
| Section 3 - Description of Services .....                    | 102   |
| Section 4 - Rates and Charges .....                          | 111   |
| Section 5 - Promotions .....                                 | 121   |

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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C - Changed regulation
- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated without change
- N - New rate or regulation
- R - Reduction
- S - Reissued matter
- T - *Change in text but no change in rate or regulation*
- Z - Correction

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. *These numbers are used to determine the most current sheet version on file with the Commission.* For example, the 4th Revised Sheet 14 Replaces the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
- 2.1
- 2.1.1
- 2.1.1 (A)
- 2.1.1 (A).1

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

**10XXX or 101XXXX Access:** A dialing method that enables a Customer to reach the interexchange carrier of the Customer's choice even if the Customer is not a regular Customer of that carrier. For example, to reach AT&T Communications of New England, Inc., the Customer dials 1+10288+NPA+NXX.

**Access Coordination:** Access Coordination provides for the design, ordering, installation coordination, pre-service testing, service turn-up and maintenance ongoing coordination of testing and trouble resolution on all Company-provided local access channels. In the case of Customer-provided local access channels, it provides for the maintenance, ongoing coordination of testing, and trouble resolution for the local access channels.

**Access Line:** A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving wire center or a Company-designated POP or from a telephone company serving wire center or a Company-designated POP to the Customer's Premises.

**Account Code:** An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

**Add'l:** Add'l stands for additional period.

**Administrative Change:** Administrative Change is the modification of an existing Circuit, Dedicated Access line or Port, at the request of the Customer, that involves changes to authorization codes, speed numbers, route guide, consolidation of billing, verification of testing performed by parties other than the Company, or any other administrative change not covered by a Billing Record Change.

**Airline Mileage:** The distance in mileage between two Rate Centers whose position is specified by industry standards.

**Alternate Access:** Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Ancillary Charges:** Ancillary Charges are charges for supplemental Services or optional features as set forth herein which may consist of both nonrecurring and monthly recurring charges.

**ANI:** Automatic Number Identification. A process used to identify the calling station. For example, Customers such as call centers pay for caller's telephone numbers to be sent to them simultaneously with their incoming toll free service calls.

**Applicant:** Any entity or individual who applies for Service under this Tariff.

**Application for Service:** The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

**Area of Service:** The specific area(s) from which toll free calls will be allowed on a given TFS Number as decided by the Customer subscribing to that TFS Number.

**ASR:** Access Service Request. Used to request the provision of special access or switched access as specified in the tariff of the Local Access Provider.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Authorization Code:** An Authorization Code is a code in numbers or letters employed to gain access to a Company Service.

**Authorized User:** A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

**Bandwidth:** The total frequency band, in Hertz, allocated for a Channel.

**Base Rate:** The nondiscounted monthly recurring charge for Data Services.

**Billing Record Change:** Billing Record Change is a change in Customer's billing address.

**Blocking:** A temporary condition that may be initiated so that the Customer cannot complete a telephone call.

**BTN:** Billed Telephone Number. May consist of one or more WTNs.

**Business Customer:** A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

**Cardholder:** Cardholder is the associate, member, Customer, or other individual that uses the Company's Prepaid Calling Card Service or Calling Card Service.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Carrier Common Line Charges:** The charges the long distance companies pay to the local telephone companies for carrier common line access service which provides for the use of end user's telephone company provided common lines by subscribers for access to such end users to furnish interstate communications.

**Casual Caller:** A caller that has not affirmatively selected the Company as its choice of a long distance service provider in advance of placing a long distance call.

**Central Office Connection (COC):** Central Office Connection connects the Inter-Office Channel (as defined herein) of a dedicated leased circuit or connects the access Port of a switched channel to the Local Access Channel (as defined herein).

**Centrex:** A central office based switching service that provides the user with the ability to intercommunicate among stations at the user's premises while also providing station access to local exchange service dial tone and long distance service and many optional features and functions associated with sophisticated Customer Premises equipment.

**CIC:** CIC stands for Carrier Identification Code which is a numeric code consisting of three numbers used by end-users or customers to reach the networks of the DUCS through equal access arrangements.

**Circuit or Channel:** A communications path between two or more points having a standard Bandwidth or Transmission Speed selected by the Customer.

**CLEC:** Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Collect Call:** A Collect Call is a billing arrangement whereby the charge for a Call is billed to the Called Station's telephone number.

**Company:** Company refers to Business Productivity Solutions, Inc.

**Company-Provided:** The switching, transmission, and other related telecommunications equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

**Commission:** Commission refers to the Public Utilities Commission or any succeeding agency.

**CPE:** Customer-Provided Equipment. Terminal equipment connected to the telephone network which is owned by the Customer or leased by the Customer from a supplier.

**CPNIP:** Customer Premises Network Interface Points.

**Credit Card:** Visa®, MasterCard®, or other Credit Cards issued by other companies the Company may accept.

**Customer:** A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Company Service after its account(s) are removed from Company's billing system, and subsequently continues to use Company's Service, (2) accepts responsibility for the charges associated with an Operator Services Call, or (3) otherwise uses Service for which no other Customer is obligated to compensate the Company.

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**Customer Association:** A Customer Association is a pre-existing group of Customers (i) having a cognizable commonality of interest apart from their desire to purchase Services from the Company and (ii) engaging in activities as a group apart from the purchasing of Services from the Company.

**Customer Commitment Date:** The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

**Customer Premises/Customer's Premises:** Location(s) designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its Resellers.

**DACC:** Directory Assistance Call Completion.

**Data Services:** Communication Services which are designed to allow the transfer of formatted information between points. Data Services include Private Line Service and Frame Relay Service.

**Dedicated Access:** Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When the Dedicated Access is used for Switched Services, the Dedicated Access is referred to as a Dedicated Access line. When Dedicated Access is used to provide Data Services, the Dedicated Access is referred to as local loop.

**Defects or Defective Service:** A shortcoming or an imperfection in Data Service(s) as a result of mistakes, accidents, errors, omissions, interruption or delay in Service.

**Designated Underlying Carrier:** The Designated Underlying Carrier is the facilities-based carrier chosen by the Company to provision the communications Service(s) provided to the Customer.

**Direct-Dialed:** A call placed by the caller without operator assistance.

**Diversity:** Diversity is Customer-designated routing which indicates a Customer designated departure from a DUC's primary route.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**DNIS:** Dialed Number Identification Service. Provides the ability to identify the dialed TFS Number on a call-by-call basis.

**DS1:** Digital Signal level One. Composed of twenty-four 64 kilobit Channels with a through put capacity of 1.544 Mbps. Also called

**DUC:** DUC stands for Designated Underlying Carrier.

**Employees:** The term Employees refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

**End User:** The person or legal entity which uses the Service provided by the Company.

**Equal Access:** Enables the Customer to place long distance calls without the need to first dial a special code.

**Exemption Certificate:** A written notification provided by the Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

**Feature Groups:** Feature Groups are switching arrangements available from LEC or CLEC central offices to long distance carriers for accessing the LEC or CLEC end-user who wish to make toll calls.

**Feature Group B:** Feature Group B provides a high quality trunk line connection from end central office to the DUC's facilities. The Customer can originate a call from anywhere within the LATA.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Feature Group D:** Feature Group D is the class of service associated with Equal Access arrangements. All IXCs enjoy identical connections to the local exchange carrier. All Customers dial the same number of digits and can reach the predetermined IXC of their choice by dialing 1 plus the telephone number being called.

**Flat Rate:** Charging a rate per minute irrespective of the distance the call is carried or the time- of-day or day-of-week the call is placed.

**Hertz:** A unit of frequency equal to one cycle per second.

**ICB:** Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

**Initial and Additional Period:** The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

**Installation:** Installation means the connection of a Circuit, Dedicated Access line, or Port, for new, changed or additional Service.

**IOC:** Interoffice Channel.

**Isochronous:** Isochronous refers to data transmission where timing is derived from the signal carrying the data.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**IXC:** IXC stands for Interexchange Carrier.

**Joint User:** A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

**Kbps:** Kilobits Per Second. One thousand Bits per second.

**LATA:** Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgement.

**LEC:** LEC stands for LEC.

**Local Access:** The service between a subscriber's premise and a Company-designated POP.

**Local Access Provider:** An entity providing Local Access.

**MAC:** Minimum Annual Commitment.

**Mbps:** Megabits per second. Million Bits per second.

**MMC:** Minimum Monthly Commitment.

**MMPO:** Minimum Monthly Payment Obligation.

**MOU:** Minutes of Use.

**MRC:** Monthly Recurring Charge.

**MTS:** Message Telecommunications Service.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Multiplexing:** Multiplexing, or muxing, is the sequential combining of lower Bit rate Private Line Service onto a higher Bit rate Private Line Service for more efficient facility capacity usage or vice versa.

**NASC:** NASC is the National Administration and Service Center. NASC provides centralized administration of the SMS database of toll free numbers. The NASC keeps track of the toll free numbers that are in use or available for use.

**NPA:** Numbering Plan Area. More commonly referred to as an area code.

**Nonrecurring Charges:** Nonrecurring Charges are one-time charges.

**NXX:** NXX represents the first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

**On-Net Service:** A Service traversing the Company-designated Third Party Vendor network, both ends of which originate or terminate at a POP of the Third Party Vendor.

**Off-Network Station:** An Off-Network Station is a station which does not subscribe to one of the Company's outbound Exchange Premium services.

**On-Net Service:** A Service traversing the Company-designated Third Party Vendor network, both ends of which originate or terminate at a POP of the Third Party Vendor.

**On-Network Station:** An On-Network Station is a station which subscribes to one of the Company's outbound Exchange Premium services.

**OTC:** One Time Charge.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**PBX:** PBX stands for Private Branch Exchange.

**Person-to-Person:** Any operator-handled call whereby the person originating a call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Personal Identification Number:** Personal Identification Number ("PIN") is a unique number assigned to each Calling Card or Prepaid Calling Card for the purpose of accessing Service.

**PIC:** Primary Interexchange Carrier.

**PICC:** Primary Interexchange Carrier Charge.

**PIN:** PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PINs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

**Platform:** Platform refers to the proprietary computer technology that provides the Company's network services.

**Point-of-Sale:** Point-of-Sale is the location at which the Cardholder purchases the Prepaid Calling Card.

**POP:** Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

**Port:** The physical or electrical interface through which access to the communications network is obtained.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Postalized:** Charging a Flat Rate per minute irrespective of the distance the call is carried.

**POTS Number:** Plain Old Telephone Service Number. The 10-digit telephone number associated with basic local exchange service.

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**Primary Interexchange Carrier:** Primary Interexchange Carrier is the long distance company to which traffic from a given location is automatically routed when dialing 1+ in equal access areas. The Primary Interexchange Carrier is identified by a code number which is assigned by the local telephone company to the telephone numbers of all the subscribers to that carrier to ensure the calls are routed to the correct company.

**Private Line:** Discrete communication facilities dedicated for a Customer's exclusive use. A Private Line is provisioned on facilities that may be shared and accomplished through a variety of technologies and media.

**Private Line Service:** Full duplex transmission/transport service between two points. Private Line Service(s) are defined by Bandwidth, signaling, media, etc.

**Rate Center:** A specified geographical location used for determining mileage measurements.

**Reseller:** A Customer that resells the Company's Service(s) with the Company's authorization.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Residential Customer:** A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

**Resp Org:** Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

**Restore:** Restore means to make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the DUC(s) involved.

**Route Diversity:** Route Diversity is providing two channels which are furnished partially or entirely over two physically separate routes.

**SCP:** SCP stands for Service Commitment Period.

**Service:** Any or all services provided pursuant to this Tariff.

**Service Commitment Period:** The Service Commitment Period is the period selected by the Customer, agreed to by the Company, and stated on the relevant Application for Service during which the Company will provide and Customer will accept and pay for the Service described therein.

**SMS:** SMS stands for Service Management System.

**Service Order:** The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which shall enable the Company to provide Service.

**SMS/800:** 800 Service Management System is the national database service management system that retains all inbound toll-free number records. The main operations support system used to create and update toll free records that are then downloaded to the SMS/SCPs for processing toll free service calls. This database provides long distance carriers with a single interface for inbound toll-free number reservations and record maintenance. This system is used by Resp Orgs to manage and administer SMS/800 records.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**SMS/800 Help Desk:** The organization that administers the SMS/800 system for the centralized management of toll free numbers.

**SMS/SCP:** Service Management System/Service Control Point. The real time data base system in the exchange carrier's network that contains routing instructions down loaded from the SMS/800.

**Special Access Surcharge:** A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the FCC Rules and Regulations.

**Station-to-Station:** Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Subscriber:** The Subscriber is a person or legal entity which subscribes to service(s) from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Switched Access:** A transmission line that is switched through the LEC or CLEC to reach the long distance network. Switched access arrangements are only available from the subscriber's local telephone company.

**Switched Services(s):** Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

**T-1 Digital Service:** T-1 Digital Service, also called T-1, is a digital link between two points. This link typically transmits at speeds of 1.544 megabits per second. In most cases, this service allows twenty-four access paths between any two points.

**TFN:** TFN stands for Toll Free Number.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**TFS:** Toll Free Service.

**Third Party Vendor:** A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

**TLC:** Termination Liability Charge. A charge which applies when the Customer cancels Service prior to the expiration date of a term plan agreement for Data Service(s).

**Toll Free Number:** A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

**Toll Free Service:** Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number which terminates at the Customer's requested location.

**Total Usage:** The Customer calculates Total Usage by totaling the most recent month's interstate, intrastate, and international usage for all lines to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for each location will be calculated individually. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine TU by averaging more than one month's bill.

**Transmission Speed:** Denotes the line or Channel speed in Bits per second.

**TU:** TU stands for Total Usage.

**V&H:** Vertical and Horizontal geographic coordinates.

**WTN:** Working Telephone Number.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

- 2.1.1 The Company's services are offered for intrastate InterLATA and IntraLATA telecommunication services originating and terminating within the State of Texas under terms of this Tariff. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff. The Company resells the services of facility based carriers subject to the terms of any applicable interstate offering or arrangement between the DUC and the Company.

This Tariff is on file with the Commission and copies may be inspected during normal business hours at the Company's principal place of business which is located at 44 Wall Street, 6th Floor, New York, New York 10005. (T)  
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- 2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and the provisions of this Tariff and the rules of the Commission applying to long distance communications as published in 4 CSR 240-33. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available. In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of Switched Services shall take precedence over the establishment of Data Services.

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**SECTION 2 - RULES AND REGULATIONS****2.2 Limitations On Service (continued)**

- 2.2.2 All Services provided according to this Tariff are interstate Services. International and intrastate service is available on an add-on basis.
- 2.2.3 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when acceptance of charges at the third number cannot be confirmed.
- 2.2.4 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.
- 2.2.5 The Company will terminate Service to Residential Customers pursuant to 4 CSR 240-33.070. Conditions under which the Company may, without notice, terminate Service to Business Customers without liability include, but are not limited to:
- (A) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies or if such actions are reasonably appropriate to avoid violation of applicable law; or
  - (B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
  - (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
  - (D) Customer's or End User's misuse of the long distance network; or
  - (E) Customer's or End User's use of the long distance network for any fraudulent or unlawful purpose; or

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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service (continued)**

**2.2.5 (continued)**

- (F) Emergency, threatened, or actual disruption of Service to other Customers; or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.

**2.2.6 Reserved for future**

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**SECTION 2 - RULES AND REGULATIONS**

2.2 Limitations On Service (continued)

2.2.7 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

2.2.8 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or

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**SECTION 2 - RULES AND REGULATIONS****2.2 Limitations On Service (continued)****2.2.8 (continued)**

(D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.9 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

2.2.10 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.

2.2.11 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

2.2.12 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

2.2.13 All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have Equal Access.

2.2.14 The Company, when acting at the Customer's request and as its authorized agent for ordering Local Access, will make reasonable efforts to arrange for service requirements such as special routing, route diversity, alternate access, or Circuit conditioning.

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**SECTION 2 - RULES AND REGULATIONS****2.2 Limitations On Service (continued)**

- 2.2.15 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.2.16 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, Route Diversity, Alternate Access, or Circuit conditioning.
- 2.2.17 The Company may deny a request for Service to be provided by means of a cellular telephone, where such request poses, in the sole judgment of the Company, operational, technical or billing difficulties. If the Company finds that service has been established to a cellular telephone, it may, upon reasonable notice to the Customer, discontinue such service where continued provision of such service poses, in the sole judgment of the Company, operational, technical or billing difficulties.
- 2.2.18 Reserved for Future Use
- 2.2.19 TFS is furnished upon the condition that the Customer contracts for adequate facilities to permit the use of this Service without injurious effect upon the Company or any service rendered by Third Party Vendors on behalf of the Company.
- 2.2.20 The availability of TFS Numbers from the Company is limited by the Company's ability to obtain TFS Numbers requested by the Customer from the national SMS database.
- 2.2.21 If the Company learns that an Applicant or Customer is attempting to sell, barter, trade, or otherwise transfer a TFS Number to another person, the Company may refuse to establish Service or may cancel Service without liability.

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**SECTION 2 - RULES AND REGULATIONS**

2.2 Limitations On Service (continued)

2.2.22 Reserved for Future Use

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2.2.23 The Company reserves the right to refuse Service to any Applicant who is found to be indebted to the Company for Service previously furnished until satisfactory arrangements have been made for the payment of such indebtedness.

2.2.24 If Service is established and it is subsequently determined that the condition described in Section 2.2.23 of this Tariff exists, the Company may suspend or disconnect Service on five (5) days written notice until satisfactory arrangements have been made for the payment of prior indebtedness.

2.2.25 For Customers that utilize Data Services for voice transmission, the Company does not provide echo suppression and does not guarantee the quality of the Circuit when used for voice transmission.

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**SECTION 2 - RULES AND REGULATIONS****2.3 Limitation of Liability**

The Company's liability will be limited to that expressly assumed in Sections 2.3.1 through 2.3.32 of this Tariff in connection with the provision of Service to Customer.

- 2.3.1 The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing service hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing service hereunder occurs, except in cases of willful misconduct by the Company.
- 2.3.2 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service(s) with a usage-sensitive rate structure, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for damages caused by the negligence or willful misconduct of the Customer.

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**SECTION 2 - RULES AND REGULATIONS****2.3 Limitation of Liability (continued)**

- 2.3.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.
- 2.3.4 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed \$1,000.
- 2.3.5 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.6 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

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**SECTION 2 - RULES AND REGULATIONS****2.3 Limitation of Liability (continued)**

2.3.7 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

2.3.8 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with part 64, Subpart 64, Subpart D, Appendix A, of the F.C.C.'s rules and regulations; or

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**SECTION 2 - RULES AND REGULATIONS****2.3 Limitation of Liability (continued)****2.2.8 (continued)**

(H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

2.3.9 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue, profits, or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.10 In the event the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.3.11 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

2.3.12 The Company may rely on Third Party Vendors for the performance of certain Services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

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**SECTION 2 - RULES AND REGULATIONS**

2.3 Limitation of Liability (continued)

2.3.13 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.
- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of the same.
- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. In the case of TFS, this applies to third parties who dial the Customer's TFS Number by mistake. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.

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**SECTION 2 - RULES AND REGULATIONS**

2.3 Limitation of Liability (continued)

2.3.13 (continued)

- (G) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- (H) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

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2.3.14 In the event parties other than the Customer (e.g., authorized or unauthorized End Users) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

2.3.15 In the case of Private Line Services, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing service hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the abatement to which the Customer would be entitled according to Paragraph 2.3.16 if Service were interrupted for the period during which such mistake, omission, interruption, delay, error or defect in the course of furnishing service hereunder occurs.

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**SECTION 2 - RULES AND REGULATIONS****2.3 Limitation of Liability (continued)**

2.3.16 For Private Line Services, if the Company's failure of performance by reasons specified above shall be for thirty (30) days or less, Private Line Service shall not be subject to cancellation, but an appropriate percentage of charges for the directly affected Service shall be abated for such service interruption. If the Company's failure of performance is for more than thirty (30) days, then the directly affected Private Line Service may be canceled by either the Company or Customer without liability other than Customer's liability for payment for said Service provided prior to cancellation. If the charge for such Service is expressed on a per-month basis, the appropriate abatement will be the number of full half-hours of such service interruption, divided by 1440, times the monthly charge.

2.3.17 The Company does not guarantee the availability of any 800/888 number(s) or the commencement of 800/888 Service within any interval. Where the Company's 800/888 Service(s) is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) requested by the Customer and accepted by the Company and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual and direct monetary damages incurred and proved by the Customer as the direct result of such failure or failures (but not including indirect, special, consequential, punitive or exemplary damages or loss of profits of any kind, or (b) the sum of \$100.00. If at the time of cancellation of inbound 800/888 Services the Customer owes an outstanding balance (30 days or more) to the Company, then Customer's 800/888 number shall not be released to another long distance carrier or Resp Org.

2.3.18 Reserved for Future Use

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**SECTION 2 - RULES AND REGULATIONS**

2.3 Limitation of Liability (continued)

2.3.19 Reserved for Future Use

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2.3.20 Reserved for Future Use

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2.3.21 Reserved for future use.

2.3.22 Reserved for Future Use.

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2.3.23 If a Customer's TFS Number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the TFS Number, the Company may, upon written notice, release the TFS Number without liability. Test calling does not constitute use.

2.3.24 If a TFS Customer is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service without liability. The Company will give the Customer ten (10) calendar days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.

2.3.25 Reserved for future use

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**SECTION 2 - RULES AND REGULATIONS****2.3 Limitation of Liability (continued)**

- 2.3.26 The Company may terminate or refuse to furnish TFS to any Applicant or Customer, without incurring any liability, if the use of the Service would interfere with or impair any Service offered by the Company.
- 2.3.27 The Company is not liable for any claim arising out of any and all failings by the Company in connection with the provision of TFS to the Customer, including but not limited to:
- (A) TFS is not made available on the date committed to the Customer or cannot otherwise be made available after acceptance of the Customer's order; or
  - (B) TFS is provided with a number or numbers other than the one(s) committed by the Company to the Customer; or
  - (C) TFS is provided with a number or numbers that are not included in toll free Directory Assistance database or are included in an incorrect form.
- 2.3.28 If the Company's failure of performance is thirty-five (35) days or less, Service shall not be subject to cancellation. Rather, an appropriate percentage of charges for the directly affected Service shall be abated for such Service interruption. If the Company's failure of performance is for more than thirty-five (35) days, then the directly affected Service may be canceled by either the Company or the Customer without liability other than the Customer's liability for payment for said Service provided prior to cancellation.
- 2.3.29 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Company-designated facilities. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Local Access. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations and requirements.
- 2.3.30 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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**SECTION 2 - RULES AND REGULATIONS****2.3 Limitation of Liability (continued)**

- 2.3.31 The Company may rely on Local Access Providers for the performance of services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such services such as Local Access. Customer's liability for charges hereunder shall not be reduced by factors beyond the Company's control such as Customer-provided facilities and equipment.
- 2.3.32 The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or Defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including Authorized Users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits or lost revenues of any kind or nature whatsoever arising out of any Defective Service or any other cause. Any warrantee and remedies explicitly set forth in this tariff are exclusive and in lieu of all other warranties or remedies, whether expressed, implied or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose. In the event of an interruption in Service, any Defect in the Service whatsoever or a failure to perform under this Tariff, neither Company nor any Third Party Vendor or operator of facilities employed in the provision of the Service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits or lost revenues of any kind or nature whatsoever.

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**SECTION 2 - RULES AND REGULATIONS****2.4 Use of Service**

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week. Unless otherwise restricted herein, Customers may use the Company's Service(s) to place and/or receive interstate calls.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- 2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.
- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.

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**SECTION 2 - RULES AND REGULATIONS****2.4 Use of Service (continued)****2.4.4 (continued)**

- (B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.
- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or Authorized User must submit to the designated Customer a letter guaranteeing payment for the joint or Authorized User's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or Authorized User.

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**SECTION 2 - RULES AND REGULATIONS****2.4 Use of Service (continued)****2.4.4 (continued)**

- (D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

- 2.4.5 If the Company reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days' written notice for Business Customers and ten (10) days written notice for Residential Customers of its intent to terminate Service.

- 2.4.6 From time to time, the Company may grant credits against usage or monthly recurring or non-recurring charges in an amount not to exceed \$1,000 per Customer or account per monthly billing period whenever the Company determines in its sole discretion that such credit is warranted due to considerations involving the delivery of past service to the Customer or account receiving the credit.

- 2.4.7 The Customer will be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Switched Services or Private Line Services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. In instances where the Company orders such arrangements as an agent for the Customer, the Company will bill the Local Access charges to the Customer.

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**SECTION 2 - RULES AND REGULATIONS****2.4 Use of Service (continued)**

- 2.4.8 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC, not the Company; provided that where the Company has a Carrier Identification Code (CIC) separate from that of the DUC and the Customer uses 10XXX or similar means to access that CIC, the Customer remains a Customer of the Company if the agreement between the Company and the DUC so provides.
- 2.4.9 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or TFS Number issued by the Company to its Customers.

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**SECTION 2 - RULES AND REGULATIONS**

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service(s) provided under this Tariff, any Circuit, apparatus, system or method provided by the Customer.
- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)****2.5.1 (continued)**

- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.
- (I) Claims related to lost or stolen calling cards, except as described in Section 2.24 of this Tariff.
- (J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer or Authorized Users.
- (K) Defacement of, or damage to, the Customer's Premises resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.
- (L) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)****2.5.1 (continued)**

- (M) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).
- (N) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or prices to End Users of Customers, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)**

- 2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.
- 2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)**

- 2.5.5 The Customer is responsible for payment for all calls originated at the Customer's number(s), terminated on the Customer's TFS Number, accepted at the Customer's number, billed to a Customer's calling card or any billing option, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or the public. Where such waiver is permitted by applicable law, a Customer acquiring calling card or authorization code Service from the Company expressly and voluntarily waives the provisions of Section 226.12(b) of Regulation Z, 12 C.F.R. § 226.12(b).
- 2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)**

- 2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.
- 2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.17 of this Tariff for additional information regarding the Customer's obligations concerning taxes.
- 2.5.9 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s).

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)**

- 2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have canceled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.
- 2.5.11 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN has been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.
- 2.5.12 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Switched Service(s) or Private Line Service(s) and if the Customer is to be exempted from the monthly Special Access Surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.
- 2.5.13 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)**

- 2.5.14 If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.
- 2.5.15 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.
- 2.5.16 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)****2.5.18 Reserved for Future Use**

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**2.5.19 Reserved for Future Use**

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**2.5.20 Data Services**

(A) The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Data Service will be sent to the agent and issued in the name of the Customer, in care of the agent. Regardless of the authority the Customer has given the agent to act on behalf of the Customer, the Customer retains responsibility for compliance with Tariff regulations and any act or omission of the agent.

(B) When Company or Third Party Vendor personnel must install, repair, maintain, program, inspect, remove equipment associated with the provision of the Service or implement changes the Customer has ordered, the Customer is responsible for arranging access to its premises at times mutually acceptable to the Company or the Third Party Vendor. An impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, Customer must make Service available for testing during the same time periods the trouble condition is to be corrected.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)****2.5.20 Data Services (continued)**

- (C) The Customer must pay the Company for replacement or repair of Service when damage to Company-Provided equipment and/or facilities results from the negligence or willful act of the Customer or End User or improper use of Service by the Customer or End User. After receipt of payment for the damages, the Company will cooperate with the Customer in its claim against any third party causing damage to Service.
- (D) The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that:
  - .1 its equipment and/or system is properly interfaced with the Company-Provided equipment and facilities; and
  - .2 the signals emitted into the long distance network are the proper mode, Bandwidth, power, and signal level for the intended use of the Customer; and
  - .3 the signals do not damage Company-Provided equipment and/or facilities, injure Company or Third Party Vendor personnel, or degrade Service to other Customers.

If the F.C.C. or another appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications Service, the Company will permit such equipment to be connected with the Channels without the use of protective interface devices.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)****2.5.20 Data Services (continued)**

- (E) If the Customer fails to maintain its equipment and/or its system properly and this results in harm to:

- .1 Company-Provided equipment or facilities, or
- .2 Company's or Third Party Vendor's personnel, or
- .3 quality of Service to other Customers of the Company, or
- .4 quality of Service to subscribers of a Third Party Vendor providing a portion of Service,

the Company may, upon written notice, require the use of protective equipment by the Customer at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may terminate the Customer's Service without liability.

- (F) The Customer is responsible for reimbursing the Company for charges incurred for special construction and/or special facilities that were ordered by the Company on the Customer's behalf at the Customer's request.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)****2.5.20 Data Services (continued)**

- (G) The Customer must pay the Company for replacement or repair of damage to Company-Provided equipment or facilities if caused by:
- .1 the negligence or willful act of the Customer, End Users, or others; or
  - .2 the improper use of Services; or
  - .3 the use of equipment provided by Customers or End Users.
- (H) If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- (I) The Customer shall indemnify and hold the Company and its affiliates harmless against and from any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:
- .1 claims arising out of or related to the contents transmitted via the Services (whether over the Company's or Third Party Vendor's network or over Local Access Circuits) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export laws, failure to procure necessary authorizations, clearances or consents, failure to meet governmental or other technical broadcasts standards, or claims that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal;
  - .2 patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer or Authorized Users;
  - .3 all other claims arising out of any act or omission of the Customer or Authorized Users in connection with any Service provided by the Company;

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**SECTION 2 - RULES AND REGULATIONS**

2.5 Obligations of the Customer (continued)

2.5.20 Data Services (continued)

(I) (continued)

- .4 defacement of, or damage to, the premises of Customer and Authorized Users resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company; and
- .5 claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.

- (J) The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)****2.5.20 Data Services (continued)****(J) (continued)**

In the event parties other than Customer (e.g., Customer's customers or Authorized Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects or any claims.

(K) Customer agrees to defend the Company against the claims as set forth in Section 2.5.20 of this Tariff and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.

(L) The Customer agrees to operate any Company-Provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for interruption of Service and may make Customer responsible for damage to equipment.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)****2.5.20 Data Services (continued)**

- (M) Facilities utilized by the Company or a Third Party Vendor to provide Service under the provisions of this Tariff remain the property of the Company. Customer agrees to return to the Company or authorized Third Party Vendor all Company-Provided equipment within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.
- (N) The Customer shall be solely responsible, at its own expense, for the overall design of Service and for any redesigning or rearrangement of Service which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.5.21 The Company reserves the right to require Customer(s) requesting TFS to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast may be required quarterly after Service is initiated.

2.5.22 A TFS Customer will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. The Company reserves the right to request traffic data, which depending on the forecast, may delay Service due to the addition of facilities.

2.5.23 With respect to any Resp Org service or SMS Resp Org changes the Company provides to the TFS Customer, the Customer will indemnify and hold the Company harmless against any third party claims arising out of the execution of changes requested by the Customer.

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**SECTION 2 - RULES AND REGULATIONS****2.6 Obligations of a Reseller**

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.7 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.6.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscribers's calling card number and PIN because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 2.6.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.
- 2.6.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.
- 2.6.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested. Resellers of the Company's Services are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.

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**SECTION 2 - RULES AND REGULATIONS****2.6 Obligations of a Reseller (continued)**

2.6.7 If a Reseller switches a subscriber's long distance provider without obtaining permission from the subscriber, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different long distance service provider. In instances where the Reseller has presubscribed lines and/or location to its Service without proper authorization, the Reseller must:

- (A) Inform the subscriber of the unauthorized change in long distance service providers; and
- (B) Insure that the subscriber's service is returned to the long distance service provider of choice; and
- (C) Pay all applicable charges.

**2.7 Obtaining Services****2.7.1 General**

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS**

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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**SECTION 2 - RULES AND REGULATIONS**

2.8 Customer Deposits / Advance Payments

The Company does require or collect deposits and advance payments.

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**SECTION 2 - RULES AND REGULATIONS**

2.8 Customer Deposits / Advance Payments (continued)

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**SECTION 2 - RULES AND REGULATIONS**

2.8 Customer Deposits / Advance Payments (continued)

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**SECTION 2 - RULES AND REGULATIONS****2.9 Rendering Bill****2.9.1 General**

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled traffic up to two (2) years in arrears.
- (B) The Company utilizes direct billing by the Company or an authorized billing agent. The Company may also utilize LEC billing or credit card billing. The availability of the billing option is controlled by the Company not the Customer. All billing options may not be available for a specific Service offering. A Residential Customer's bill for the Company's Services will be included on the Customer's designated and approved credit card bill or, upon Customer request and the agreement of the Company, directly billed. Employees have a choice of direct billing by the Company or a payroll deduction plan.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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**SECTION 2 - RULES AND REGULATIONS****2.9 Rendering Bill (continued)****2.9.1 General (continued)**

- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Local Access charges to the Customer on a pass-through basis. Any credits issued by the Local Access Provider for service outages will be shown on the Customer's invoice on a pass-through basis.
- (E) Where billing systems allow, Credit Card billing and automatic withdrawal from the Customer's checking or savings account are available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.

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**SECTION 2 - RULES AND REGULATIONS****2.9 Rendering Bill (continued)****2.9.1 General (continued)**

- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.
- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

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**SECTION 2 - RULES AND REGULATIONS****2.9 Rendering Bill (continued)****2.9.2 Direct Billing By Company And/Or Authorized Billing Agent****(A) General**

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. All bills will be in English. Call detail is available with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of 1.5% per month. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies. Charges for any of the Company's Data Services described in Section 4 of this Tariff will be direct-billed by the Company or an authorized billing agent. Customers subscribing to any of the Company's Data Services may elect a paper bill or a bill on CD-ROM or via electronic means.

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**SECTION 2 - RULES AND REGULATIONS**

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent

(B) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

(C) Automatic Withdrawal From Checking or Savings Account

If offered by the Company for certain Services and utilized by the Customer, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

2.10 Disputed Charges

2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, orally or in writing, of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim.

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**SECTION 2 - RULES AND REGULATIONS****2.10 Disputed Charges (continued)**

2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Company and a Customer fail to resolve a matter in dispute, the Company shall advise the Customer of its right to file an informal or formal complaint with the Commission under 4 CSR 240.070 by contacting the Missouri Public Service Commission, 200 Madison Street, Suite 100, Jefferson City, Missouri 65102, telephone number 573-751-4857.

2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.

**2.11 Customer Service Department**

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to 44 Wall Street, 6th Floor, New York, New York 10005. The Customer may also contact the Company's Customer Service Department by calling a toll free number. The Company's Customer Service address and toll free number are printed on the Customer's bill.

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For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's call detail. Customer Service representatives are available to assist with Customers inquiries from 8:00 AM to 5:00 PM, Eastern Time, Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to a voice mail system or an answering machine. If the call is not an emergency, the answering machine takes a message for a return call. If the call is a service emergency, the Customer is referred to an 800/888 number which is answered twenty four hours per day, 365 days per year.

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**SECTION 2 - RULES AND REGULATIONS****2.12 Mileage Measurements**

2.12.1 Calls are mileage by the DUC that carries the call. The mileage between rate centers is calculated based on V and H coordinates as obtained by reference to AT&T Tariff FCC No. 10. Calculation between service wire centers is based on V and H coordinates as obtained by reference to NECA FCC Tariff No. 4. The mileage for a call between access lines associated with stations that use the same rate center is one mile. If Feature Group B is used, the distance will be measured from the rate center of the tandem location or network site to which the Feature Group B line is connected. If Feature Group D access is used, the distance will be measured from the rate center of the calling number.

2.12.2 Airline mileage between service locations is calculated as follows:

FORMULA:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Where  $V_1$  and  $H_1$  are the V and H coordinates of point 1 and  $V_2$  and  $H_2$  are the coordinates of point 2.

Mileage is rounded up to an integer value to determine the airline mileage.

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**SECTION 2 - RULES AND REGULATIONS****2.12 Mileage Measurements**

2.12.3 The rate mileage for the IOC on a two-point Data Service is the airline distance measured between two Company-designated POPs associated with each end of the Circuit.

2.12.4 Calculation of IOC Channel mileage between the two Company-designated POPs is based on V and H coordinates as obtained by reference to National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. The Airline Mileage between two Company-designated POPs is calculated as follows:

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

Where  $V_1$  and  $H_1$  are the V and H coordinates of point 1 and  $V_2$  and  $H_2$  are the coordinates of point 2.

2.12.5 For the IOC, Fractions of a mile are rounded up to the next whole mile before rates are applied.

**2.13 Timing of Calls**

2.13.1 On Station-to-Station calls and on Direct-Dialed calls chargeable time begins when the called Station answers and the connection is established between the calling Station and the called Station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined based on standard industry answer detection methods, including hardware and software answer detection. However, when Services are directly connected to a Customer-provided communications systems at the Customer's or End User's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer-provided communications system. It is the Customer's responsibility to furnish appropriate answer supervision to the point of interface with the Company's Service so that chargeable time may begin.

2.13.2 On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or Station specified or an agreed alternate.

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**SECTION 2 - RULES AND REGULATIONS**

2.13 Timing of Calls (continued)

2.13.3 Chargeable time ends when the calling Station hangs up thereby releasing the network connection. If the called Station hangs up but the calling Station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

2.13.4 Reserved for Future Use.

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**SECTION 2 - RULES AND REGULATIONS****2.14 Rate Periods****2.14.1 General**

Different rates may be applicable to a call at different times of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in the case of an outbound call and at the called station in case of an inbound toll free call.

**2.14.2 Peak and Off Peak Rate Periods**

There are two rate periods for all Customers. They are Peak and Off-Peak. For Business and Residential Customers, the Peak rate period is 8:00 AM to 5:00 PM, Monday through Friday. The Off-Peak rate period is all other times.

**2.14.3 Day, Evening, and Night Rate Periods**

|             | Times Applicable               |                      |                                |
|-------------|--------------------------------|----------------------|--------------------------------|
| Rate Period | From                           | To But Not Including | Days Applicable                |
| Day         | 7:00 AM                        | 7:00 PM              | Mon - Fri                      |
| Evening     | 7:00 PM                        | 11:00 PM             | Sun - Fri                      |
| Night       | 11:00 PM<br>All day<br>All day | 7:00 AM              | All days<br>Saturday<br>Sunday |

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**SECTION 2 - RULES AND REGULATIONS****2.15 Determining Rate In Effect**

For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For Toll Free Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. If a unit of time is split between two (2) or more rate periods, each rate period applies to the portion of the call that occurred during that rate period rounded to the nearest billing increment. For Dedicated Access Services, when a call or unit of time is split between two rate periods, the rate is based on the rate period in which it began. If a Call is completed by an operator, the time at the beginning of each initial or additional rate period determines the applicable rate period.

When a Call spans more than one rate period, total charges for each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

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**SECTION 2 - RULES AND REGULATIONS****2.16 Application of Charges****2.16.1 Rounding**

- (A) Each usage sensitive Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Tariff. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes.
- (B) If the payphone surcharge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.
- (C) If the Customer re-originates one or more calls without re-dialing the toll-free access number, timing of the usage is rounded at the end of the last call.
- (D) Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. Rounding for charges for Service(s) is on a call-by-call basis. If the charge for the call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

**2.16.2 BTN Account Changes****(A) Discounts**

A change in Service or enrollment in a promotional offering that impacts the Customer's usage discount is effective on the first day of the next billing cycle after the change order is processed.

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**SECTION 2 - RULES AND REGULATIONS**

2.16 Application of Charges (continued)

2.16.2 BTN Account Changes (continued)

(B) Monthly Recurring Charges

If Service is provided for less than a billing cycle, all associated monthly recurring charges will be prorated for the time Service was provided to the Customer.

2.16.3 TFS

Rates and charges apply to all TFS Numbers associated with the Customer's BTN. For an existing Customer who subscribes to TFS in the middle of a billing cycle, monthly recurring charges are prorated based on the amount of time the plan is in effect prior to the first bill.

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**SECTION 2 - RULES AND REGULATIONS****2.17 Taxes, Surcharges, and Fees****2.17.1 General**

- (A) In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. The Company may impose a surcharge on its Customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

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Pursuant to 4 CSR 240.33.040, all taxes subject to the jurisdiction of the Commission, must be approved by the Commission.

- (B) Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company

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**SECTION 2 - RULES AND REGULATIONS**

2.17 Taxes, Surcharges, and Fees

2.17.2 Tax Exemption Certificate

- (A) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.
- (B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.
  - .1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.
  - .2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.
- (C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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**SECTION 2 - RULES AND REGULATIONS****2.18 Interruption of Service**

- 2.18.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.18.2 To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking of all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.18.3 No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.
- 2.18.4 For Services with usage-sensitive rates, credit allowances for cutoff, wrong number, or poor transmission are subject to the general liability provisions set forth in Section 2.3.2 of this Tariff. If the Customer desires a credit for any Service interruption, the Customer must contact the Company via telephone or in writing. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.

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**SECTION 2 - RULES AND REGULATIONS**

2.18 Interruption of Service

2.18.5 Reserved for Future Use

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2.19 Cancellation of Service By Customer

2.19.1 Cancellation of an Existing Service

- (A) Unless the Customer has signed a term plan agreement, the Company may require the Customer to give thirty (30) days' written or oral notice to the Company. Notice should be addressed to the Company's Customer Service Department. Cancellation of the Customer's Service will be effective when the Customer's account status is changed to inactive in the appropriate data base(s). (D)
- (B) For rules and regulations regarding cancellation of a term plan agreement, see Section 2.26 of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS****2.19 Cancellation of Service By Customer (continued)****2.19.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins**

If a Customer (1) orders Service requiring special facilities dedicated to the Customer's use or requests that the Company order Dedicated Access arrangements as an agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

**2.19.3 Customer With Dedicated Access**

Cancellation of the Customer's Services will be effective when the DUC cancels the ANIs submitted by the Company, or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

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**SECTION 2 - RULES AND REGULATIONS****2.19 Cancellation of Service By Customer (continued)****2.19.4 Cancellation by Non-Usage**

If billing records received from a DUC show that a Customer has had no usage with the Company, on one or more lines for a period of forty-five (45) days or more, the Company may conclude that the Customer has moved Service to another carrier, or disconnected Service, whereupon the Company may treat the Service with the Company as having been canceled by the Customer. In such event, the Company may inform the Customer of such treatment. In the event the Company so informs the Customer and the Customer does not notify the Company within seven (7) days that it does not wish to cancel and has not canceled Service with the Company, the Company may take all further steps necessary to complete the cancellation of Service.

**2.19.5 Effect of Cancellation or Transfer of Customer Account**

When a Customer cancels Services, no Minimum Monthly Usage Charge shall apply to the month in which Service is discontinued pursuant to such cancellation.

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**SECTION 2 - RULES AND REGULATIONS****2.20 Termination of Service By Company****2.20.1 Termination of Service to Residential Customers**

Service to Residential Customers will be terminated pursuant to 4 CSR 240-33.070. Service shall not be terminated unless written notice by first-class mail is served on the Residential Customer at least ten (10) days prior to the date of the proposed termination.

**2.20.2 Termination of Service to Business Customers**

The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

**2.20.3 Obligations to Pay**

The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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**SECTION 2 - RULES AND REGULATIONS****2.20 Termination of Service By Company (continued)****2.20.4 TFS**

The Company will retain control for four months of all TFNs disconnected for violation of this Tariff. During the four-month period, the Company will refuse to transfer the number to any other Customer, will refuse to reconnect the number for the previous Customer; will refuse to honor transfer of service arrangements between the disconnected Customer and any third party; and will refuse to honor any change of Resp Org forms from the disconnected Customer. At the end of the four-month period, assuming that there is no outstanding challenge to the disconnection, the Company will return control of the TFN to the NASC to be made available on a first-come, first-served basis pursuant to existing industry practices. If the Customer rectifies the violation to the satisfaction of the Company, the Company may, in its sole discretion, return the number to the control of the Customer.

**2.20.5 Effect of Cancellation or Transfer of Customer Account**

In the event the Company transfers the Customer's account to another carrier under a customer base transaction, no Minimum Monthly Usage Charge shall apply to the month in which Service is discontinued pursuant to such cancellation. The Company may waive the Minimum Monthly Usage Charge for the last full month preceding such transfer.

**2.21 Restoration of Services**

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

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**SECTION 2 - RULES AND REGULATIONS****2.22 Terminal Equipment**

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

**2.23 Notices**

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

**2.24 Lost Or Stolen Calling Card Or PIN**

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new calling card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

**2.25 Reserved for future use.**

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**SECTION 2 - RULES AND REGULATIONS**

**2.26 Revenue and Term Plan Commitments**

**2.26.1 General**

- (A) As a condition of obtaining a specific Service offering or a specific optional pricing plan, a Customer may be required to (1) make a minimum annual revenue commitment (MAC) and sign a term plan agreement or (2) make a minimum monthly revenue commitment (MMC) without signing a term plan agreement.
- (B) By making a MAC or a MMC, the Customer commits to spending a predetermined dollar revenue volume, either annually in the case of a MAC or monthly in the case of a MMC.
- (C) By signing a term plan agreement, the Customer commits to remain a Customer of Company for a specified length of time.

**2.26.2 Shortfall Penalties**

Shortfall penalties may apply if the Customer fails to meet the MAC or MMC thresholds. Also see Section 2.32.12.

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**SECTION 2 - RULES AND REGULATIONS****2.26 Revenue and Term Plan Commitments (continued)****2.26.3 Term Plan Renewal**

Ninety (90) days prior to the expiration of a Customer's term plan agreement, the Company will send the Customer a letter advising the Customer the date the term plan expires. If the Customer does not notify the company in writing of its intent to cancel the existing term plan agreement, the term plan agreement will automatically renew on the expiration date of the term plan agreement for the same MAC and length of term plan. Within thirty (30) days of the automatic renewal date of a term plan agreement if the Customer provides written notice to the Company that the Customer wishes to cancel the new term plan agreement, the Company will waive all term plan cancellation penalties.

**2.27 Aggregation Grouping**

- 2.27.1 Aggregation grouping is the collecting of a Customer's multiple BTN's into a group such that all usage within this group can be combined to determine the Customer's usage rate or volume discount.
- 2.27.2 The Customer determines which BTN(s) will be aggregated. With Aggregation grouping, the Customer must select one BTN as the master BTN. The BTN's that go together in the Aggregation grouping will be assigned an Aggregation ID.
- 2.27.3 Changes to a Customer's Aggregation grouping (such as adding or deleting BTN's) will not affect the Customer's MMC, MAC or term plan commitment.

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**SECTION 2 - RULES AND REGULATIONS**

**2.28 Changes to Rates and Charges**

In accordance with Commission rules, the Company may adjust its current rates and charges for Services by filing revised Tariff pages with the Commission. The changes will become effective no earlier than one day following the date the revised pages are filed with the Commission.

**2.29 Changes to DUC**

The Company determines the DUC for any given Service and may change the DUC at any time. The Company will determine in its sole discretion whether any notice regarding any such changes will be provided to Customers and the form, content, and timing thereof.

**2.30 Changes to Service Offerings**

The Company reserves the right to add, change, or delete Services and/or DUCs at any time.

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**SECTION 2 - RULES AND REGULATIONS****2.31 Toll Free Service****2.31.1 General**

- (A) The availability of Toll Free Numbers from the Company is limited by the Company's ability to obtain Toll Free Numbers from the SMS database.
- (B) Where any claim arises out of any and all failings by the Company in connection with the provision of TFS to the Customer, including where TFS is not made available on the date committed to the Customer, or cannot otherwise be made available after acceptance of the Customer's order, or is provided with a number or numbers other than the one(s) committed by the Company to the Customer, or the number or numbers are not included in TFS Directory Assistance or are included in an incorrect form, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00. With respect to the Company acting as an agent for the Customer with respect to Resp Org Service and SMS Resp Org Changes, the Customer will indemnify and hold the Company harmless against any claims or third party claims arising out of the execution of changes requested by the Customer, including those changes made by a TFS Customer. Where the Customer is a Customer acting on behalf of a Toll Free Service Customer, the Customer represents that it has the authority to act on the Toll Free Service Customer's behalf in choosing a Resp Org and otherwise utilizing the Company to request Service changes.

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**SECTION 2 - RULES AND REGULATIONS****2.31 Toll Free Service (continued)****2.31.1 General (continued)**

- (C) If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in TFS to another carrier (e.g. porting of the Toll Free Number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.
- (D) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of TFS Service, this also applies to third parties who dial the Customer's Toll Free Number by mistake. Compensation for any injury the Customer may suffer due to the fault of others than the Company must be sought from such other parties.
- (E) A Customer of TFS(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. Company reserves the right to request traffic data which dependent on the forecast may delay Service due to the addition of facilities.
- (F) If a Customer of TFS(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer five (5) days' written notice by first class U.S. mail of intent to suspend or deny Service due to such non-compliance.

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**SECTION 2 - RULES AND REGULATIONS****2.31 Toll Free Service (continued)****2.31.1 General (continued)**

- (G) The Company reserves the right to require Customer(s) requesting TFS to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.

**2.31.2 Reservation and Administration of Numbers:**

- (A) At the Customer's request, the Company will request reservation, assignment, activation or change, upon receipt of a verified request, TFNs for a Customer or potential Customer. Customers may request reservation, assignment or activation on their own behalf. A Customer who resells the Company's Services must provide to any Customer or potential Customer, upon reasonable request therefore, information concerning the status of a particular Toll Free Number or numbers in which the Customer or potential Customer has an interest and, if applicable, the identity of the RespOrg(s) for the TFN(s). When a Customer decides (or learns of its specific, prospective Customer's decision) not to utilize the reserved, assigned or activated TFN, the Customer must notify the Company within forty-eight (48) hours so that the Company may release the TFN to the pool of numbers available for assignment in accordance with industry practice and standards.

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**SECTION 2 - RULES AND REGULATIONS****2.31 Toll Free Service (continued)****2.31.3 Ownership and Brokering of Numbers**

- (A) TFNs are incidental to the TFS(s) with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of TFSs. The assignment of a Toll Free Number for use with Company-Provided Toll Free Service confers on the Customer no proprietary interest whatsoever in the number assigned. It will be a violation of this Tariff if the Customer seeks to acquire, or does acquire, any TFN associated with TFS provided by the Company for the primary purpose of selling, brokering, bartering or releasing for a fee (or other consideration) to another party that Toll Free Number, independent of the Company's Service with which it is associated.
- (B) In any instance in which the Company learns that a Customer or prospective Customer is attempting to sell or otherwise transfer or assign a TFN to another person, in violation of this tariff, the Company may immediately and without notice release the number from reserved status, or it may immediately upon written notice by first class U.S. mail or other means of delivery selected by the Company to the Customer, discontinue the furnishing of Service via the number, whichever course of action is appropriate.

**2.31.4 Release By the Company of Customer's TFS Number(s) for Porting to Other Carriers**

- (A) A Customer may request that the Company release its TFS Number(s) so that another long distance service provider may provide toll free service to a Customer. The Company will release a Customer's TFS Number(s) only upon the following occurrences:
- .1 there are no outstanding unpaid, unresolved or disputed payments or any other payments or indebtedness due and payable to the Company by the Customer or its successors or assignees relative to any communications service(s) or Services(s) provided by the Company; and

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**SECTION 2 - RULES AND REGULATIONS****2.31 Toll Free Service (continued)****2.31.4 (continued)****(A) (continued)**

.2 there are no unsatisfied liens or claims for property against which payment for such communications service(s) or Service(s) have been guaranteed or otherwise collateralized.

(B) The Company reserves the right to withhold its authorization of such transfer of such Customer's TFS Number(s) until the Customer's indebtedness is resolved to the satisfaction of the terms and conditions of this Tariff and any agreement(s) between the Customer and the Company.

(C) The failure of the Customer to fulfill the terms and conditions of any agreement with the Company or the attempt to process a change of long distance service provider for the Customer's TFS Number(s) prior to the completion of a contract's terms and conditions (and/or before all payments and indebtedness have been paid or satisfied) shall cause the ownership of the TFS Number(s) to revert from the Customer to the Company, whereupon such Customer shall no longer possess the right to transfer such TFS Number(s) to any other long distance service provider and whereupon the Company shall have the right to reissue said number(s) at its sole discretion to any other party.

(D) A canceled TFS Number can be reestablished for the same Customer within four (4) months and, therefore, cannot be selected by another Customer. After four (4) months, the TFS Number is returned to the pool where it can be selected by another customer under any RespOrg.

**2.31.5 Minimum Service Period**

For Customers subscribing to TFS and making a MMC, the minimum Service period is one month. For Customers subscribing to TFS and making a MAC, the minimum Service period is the length of the term plan commitment.

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**SECTION 2 - RULES AND REGULATIONS****2.32 Data Services****2.32.1 Service Installation**

- (A) The Company will provide Service in accordance with the Customer's requested Service due date, subject to the constraints established by the Company's schedule of standard intervals for installation of Service. The Company shall make available to all Customers, upon request, a schedule of applicable standard intervals. The schedule shall specify the standard number of days required to provision a specific Service and the quantities of Service that can be provided by a requested date. The Company will not accept orders for Service with requested due dates which exceed the applicable standard interval due date by more than six (6) months.
- (B) If the Customer requests that installation be performed at hours of the day or days of the week other than normal work hours or days (8:00 am to but not including 5:00 pm Monday through Friday excluding holidays) or interrupts work once begun, additional labor charges apply.
- (C) If the Company misses a Service due date by more than thirty-five (35) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.

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**SECTION 2 - RULES AND REGULATIONS****2.32 Data Services (continued)****2.32.2 Service Maintenance**

The Services provided under this Tariff shall be maintained by the Company or a Company-designated representative. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any Company-Provided facilities, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

**2.32.3 Billing**

- (A) Billing for all monthly recurring charges will commence beginning the day of installation and Customer's acceptance of Service.
- (B) If a Customer is unable or not ready to accept Service within twenty-five (25) calendar days after the original Service due date, the Customer may cancel the Service Order and pay a Service Order Cancellation Charge. If the Customer does not cancel the Service Order or arrange for Service installation, the Company will commence billing on the 26th day beyond the original Service due date. If Service is canceled by the Customer after billing commences but before Service installation, the Customer is liable for the TLC.

**2.32.4 Inspection, Testing, and Adjustment**

The Services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Tests and adjustment shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

**2.32.5 Interconnection**

Subject to the technical limitations established by the Company, Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems. Any special interface equipment or facilities necessary to achieve compatibility between the Company-Provided equipment and facilities and those of other carriers shall be provided at the Customer's expense.

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**SECTION 2 - RULES AND REGULATIONS****2.32 Data Services (continued)****2.32.6 Notice of Cancellation of Service**

- (A) Following the start of service date, the Customer must provide the Company thirty-five (35) days advance written notice to cancel Service. If the requested disconnect date is less than thirty-five (35) from the date the Company receives the Customer's request to cancel Service, the Company will attempt to disconnect the Service on the date requested by the Company. However if required, the Company may take up to thirty-five (35) days to complete the disconnect. If Service is disconnected prior to the 35th day following receipt of the Customer's request to cancel Service, the cancellation date of the Service, for billing purposes, will be the 35th day from the receipt of the written cancellation notice. In addition to the TLC, the Customer will be responsible for all monthly recurring charges for thirty-five (35) days from the date written notification is received by the Company from the Customer.

- 2.32.7 If the Customer cancels a Service Order prior to Service installation and Customer acceptance of Service, a Service order Cancellation Penalty may apply.

**2.32.8 Technical Specifications and Quality Standards**

- (A) The technical specifications and quality standards ("standards") are those of the DUC and set forth objectives. In no circumstance shall these technical standards be construed as creating any warranty on the part of the Company, with the exception of those warranties expressly set forth in this Tariff.
- (B) Repair efforts will be undertaken upon notification of trouble by network surveillance and performance systems or by notification of trouble and release of all or part of the Service by the Customer for testing.
- (C) The Company calculates network availability on Customer action requests. The Customer must notify the Company's Customer Care Department or other location designated by the Company and initiate an action to request to determine if the Service variables were met.

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**SECTION 2 - RULES AND REGULATIONS**

2.32 Data Services (continued)

2.32.8 Technical Specifications and Quality Standards (continued)

- (D) Notwithstanding the foregoing, at the Company's option, the Company may provide a comparable transmission alternative, e.g. satellite transmission. Such alternative transmission shall comply with the respective standards commonly used in the industry for such service.

2.32.9 Credits For Service Outages

- (A) No credits or refunds for interruptions of Service shall be made for:

- .1 interruptions caused by the negligence (including the provision of inaccurate information) or willful misconduct of the Customer, its Authorized Users or its End User; or
- .2 interruptions during any period which the Company or its agents are not afforded access to any Customer Premise where Service is originated or terminated; or
- .3 interruptions during any period when the Customer has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of a Customer's Service Order; or

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**SECTION 2 - RULES AND REGULATIONS**

2.32 Data Services (continued)

2.32.9 Credits For Service Outages

(A) (continued):

- .4 interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis; or
- .5 interruptions not reported to the Company; or
- .6 interruptions occurring prior to the start of Service; or
- .7 interruptions caused by outages or failure of Local Access provided by a Local Access Provider; or
- .8 failure of power, facilities, equipment, systems or connections not provided by the Company or a Company-designated Third Party Vendor; or
- .9 a result of scheduled maintenance or testing or troubleshooting; or
- .10 due to any cause beyond the Company's control.

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**SECTION 2 - RULES AND REGULATIONS****2.32 Data Services (continued)****2.32.9 (continued)**

(B) No credits or refunds for interruptions of Service shall be made for:

- .1 Credit allowances for interruption of Data Service(s) shall be made, upon Customer request. Following the start of Service date, if the Customer reports an interruption in Service to the Company's Customer Care Department or other location designated by the Company and the affected Service, the Customer shall receive credit(s) applicable to the Service directly affected. Interruptions shall be accumulated to the nearest half-hour period. Each interruption is considered separately for the purpose of establishing the credit allowance. The credit for a billing period shall not exceed the monthly rate for the rate element.
- .2 Notice of interruption should be reported by the Customer to the Company's Customer Care Department or other location designated by the Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit.
- .3 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges and for the alternate transmission service used.
- .4 The credit provided in this Tariff is the Customer's sole and exclusive remedy for any interruption in Service.

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**SECTION 2 - RULES AND REGULATIONS****2.32 Data Services (continued)****2.32.10 Company-Provided Equipment**

The Company or Third Party Vendor may substitute, change or rearrange any equipment or facility at any time but shall endeavor to maintain the technical parameters of the Service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with twenty-five (25) days notice prior to such change.

**2.32.11 Individual Case Basis**

Private Line Services will be made available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line, nonswitched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the Service and will be made available to the Missouri PSC staff upon request on a proprietary basis. ICB rates will not be used for switched services.

**2.32.12 Termination of Service**

If Customer terminates a term plan prior to the scheduled expiration of the initial SCP or any renewal SCP for any reason, which termination may only be made by giving the Company thirty (30) days prior written notice of termination, or if the Company terminates this term plan due to Customer's failure to pay for Data Services as billed with forty-five (45) days of the invoice date or other breach of this Agreement or non-compliance with this Tariff, Customer shall be obligated to pay to the Company as liquidated damages and not as a penalty, within ten (10) days of the Company's written invoice therefor, and amount calculated as follows, based on the applicable Data Service (the "Termination Liability"):

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**SECTION 2 - RULES AND REGULATIONS**

2.32 Data Services (continued)

2.32.12 Termination of Service (continued)

(A) Private Line Services

The Termination Liability for Private Line Services will be calculated as follows:

- a) Fifty percent (50%) of the then-current monthly recurring charges for each circuit terminated multiplied by the number of months between termination and the scheduled expiration of the initial SCP or the then-current renewal term (as applicable), plus
- b) One hundred percent (100%) of any and all installation charges, if the charges were initially waived by the Company and termination of the term plan is effective during the initial SCP.

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**SECTION 2 - RULES AND REGULATIONS****2.32 Data Services (continued)****2.32.12 Termination of Service (continued)**

- (B) In the event that Customer terminates this term plan prior to the scheduled expiration of the initial SCP or any then-current renewal term by provided the Company with prior written notice as set forth above, then Customer will not be required to pay the Company any Termination Liability if Customer enters into another term agreement with the Company for Data Services, provided that all of the following conditions are met: (1) the monthly recurring charges to be incurred by Customer in a given month for all Data Services being purchased from the Company under the new term agreement equal or exceed the monthly recurring charges incurred by Customer as of the date of Customer's termination of this Agreement; (2) the new term agreement is for a term no less than the remaining months of the initial SCP or then-current renewal term of this term plan or one (1) year, whichever is greater; (3) the new term agreement is received by the Company at the same time that the Company receives from Customer the written notice of termination of this term plan; and (4) Customer includes, along with the written notice of termination of this term plan, payment from Customer to the Company of an amount equal to a pro-rata portion of any installation charges waived by the Company at the beginning of the SCP of this agreement, which pro-rata amount shall be calculated by dividing the waived installation charges by the total number of months in this term plan, including the initial SCP whether expired or then-current, and multiplying that result by the number of months remaining in the initial SCP or then-current renewal term.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 Service Offerings**

- 3.1.1 All Services are interstate Services with the Customer having the option of using the Service to place intrastate calls. The intrastate Services are available only if the Customer subscribes to the companion interstate Service. The Company determines the DUC for all Services.
- 3.1.2 Toll Free Services permit calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number (8XX) NXX-XXXX or other TFN which terminates at the subscriber's location. Calls are originated from any point in the state on any type of access.

**3.2 Long Distance**

Long Distance is an inbound and outbound customized business telecommunication Service designed to provide a unified Service for single or multi-location Business Customers. This Service offers the Business Customer various combinations of direct dial long distance, TFS, calling card, and directory assistance Services. The Company determines the DUC. This Service is limited to those Business Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions for interstate Service including any minimum revenue and term plan requirements. All calls, excluding calling card calls, for Option 1 are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds. All calls, excluding calling card calls, for Option 2 are billed in six (6) second increments subject to a minimum connect time of thirty seconds, and all calls are rounded up to the next highest six (6) second increments. For example, a twelve (12) second Call would be billed as thirty seconds while a forty (40) second Call would be billed as forty-two (42) seconds. Calling Card calls are billed in one (1) minute increments subject to a minimum connect time of one (1) minute, and all calls are rounded up to the next highest minute.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.3 Dedicated Plus Services**

Dedicated Plus Services are inbound and outbound customized telecommunications Service designed to provide a unified Service for single or multi-location companies utilizing dedicated access between the Customer's premise and the DUC's network. Calling card and directory assistance as well as other switched Services are available to subscribers of this Service through NetValue Services with direct billing from the Company. The Company determines the DUC. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions for the companion interstate Service. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second call would be billed as eighteen (18) seconds while a twenty (20) second call would be billed as twenty-four (24) seconds.

**3.4 Business Services**

Business Services are inbound and outbound customized telecommunications Services designed to provide a unified Service for single or multi-location companies. These Services offer the Customer various combinations of direct dial long distance, 800 Service, and calling card Service with direct billing from the Company. The Company determines the DUC. These Services are limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for the companion interstate Service including minimum revenue and term plan requirements. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.5 Operator Toll Assistance****3.5.1 Description of Service**

Operator Toll Assistance is any variety of telephone Services which require the assistance of a long distance operator. Examples include collect calls and person-to-person calls. Operator Toll Assistance is evoked when a Customer dials 00 or 0+ the called number. Operator Toll Assistance Services are consistent with 4 CSR-240.33.130 and 392.515 RSMo

**3.5.2 Availability**

Operator Toll Assistance is available to Customers that subscribe to any Service utilizing Switched Access.

Customers subscribing to any of the Company's Plan A outbound Services utilizing Switched Access to reach the POP of the DUC can reach the operator of the DUC by dialing 0+ the called number or by dialing 00. The DUC provides the operator Services, brands the call, and direct bills all operator Services calls under their name not the Company's name.

If a Customer subscribing to any of the Company's Services that utilize Dedicated Access dials 0, 00 or 0+ the called number, the call will be blocked. To reach the operator of the DUC, the Customer must program their PBX to route the 00 and 0+ calls over their Switched Access lines.

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**SECTION 3 - DESCRIPTION OF SERVICES**

3.6 Directory Assistance

3.6.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.6.2 Availability of Service

Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC. If a Customer with Switched Access calls directory assistance for a call within their area code, the call is handled by the LEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of their area code, the call is routed to the DUC for handling. Customers with Dedicated Access must program their PBX to route directory assistance calls over their Switched Access lines.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.7 Calling Card Service**

Calling Card Service allows the Customer or end user to bill a call to their primary Service location when the caller is away from their established Service location. Customers access the network from anywhere in the state by dialing a universal "800" number plus a calling card code and the called telephone number.

**3.8 Ultimate Affinity Calling Card**

The Ultimate Affinity Calling Card allows the Customer or end-user to bill the charges for a call to a new or existing credit card of the Customer approved by the Company when the caller is away from their established Service location. Customers access the network from anywhere in the state by dialing a universal "800" number plus a calling card code and the called telephone number. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for interstate Service. Calls are billed in initial and additional one minute increments, with a minimum duration of one minute. Any fractional portion of a call is rounded up to the next highest billing increment. For example, a twelve (12) second call would be billed as one (1) minute, while a ninety (90) second call would be billed as two (2) minutes. There are three options. Option 1 has a rate and a card fee per call. Option 2 has a usage rate and an interstate minimum monthly usage charge for the companion interstate Service. Option 3 is only available to Customers who subscribed to this Service before August 1, 1996.

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**SECTION 3 - DESCRIPTION OF SERVICES**

3.9 Reserved for Future Use.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.10 Long Distance**

Long Distance is a customized switched telecommunications Service designed to provide a unified Service for single or multi-location companies. This Service offers the Customer direct dial long distance, 800 Service, and calling card Service at postalized rates with direct billing by the Company. The Company determines the DUC. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions, for the companion interstate Service. All calls are billed in one (1) minute increments subject to a minimum connect time of one (1) minute, and all calls are rounded up to the next highest minute. For example, a twelve (12) second call would be billed as one (1) minute while a ninety (90) second call would be billed as two (2) minutes. This Service is no longer available to new subscribers as of March 31, 1997.

**3.11 NetValue Services**

NetValue Services are inbound and outbound customized telecommunications Service designed to provide a unified Service for single or multi-location companies. This Service offers the Customer direct dial long distance, 800 Service, and calling card Service with direct billing from the Company. The Company determines the DUC. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions, for the companion interstate Service. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second call would be billed as eighteen (18) seconds while a twenty (20) second call would be billed as twenty-four (24) seconds.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.12 Residential Services**

Residential Services is a long distance Service offered to Residential Customers and includes direct dial long distance, TFS, calling card, and directory assistance. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for interstate Service. Calls are billed in initial and additional one minute increments. Option 1 is available only to Customers who subscribe to this Service via the Internet. Payment via a Company approved Credit Card is required. Call detail is provided to the Customer monthly. Option 2 is limited to those Residential Customers who subscribe to the companion interstate Service and bill a minimum of \$10.00 in long distance usage each month excluding monthly recurring charges. If a Customer bills less than the minimum in any month, a monthly fee will be charged. Payment via a Company approved credit card is required. The Customer has the option of receiving a paper or an electronic bill.

**3.13 Private Line 1.5****3.13.1 General**

Private Line 1.5 Service is a dedicated high speed digital transmission Service at speeds of 1.544 Mbps. Private Line 1.5 Service offers the business Customer a variety of terms for length of commitment with monthly Service subject to a minimum commitment period of 90 days. The minimum Service period is dependent upon the length of Service commitment selected by the Customer. The minimum Service term is ninety (90) days for the month-to-month Service commitment. In the event of early termination of Service, the Customer will be obligated as follows:

**3.13.2 Termination of Term Plan**

Under the base intercity pricing plan the Customer shall pay a lump sum equal to 100 percent of the current monthly charges for the unexpired portion of a Service commitment's first year plus fifty (50) percent of the same monthly rate for the remainder of the term. A Customer will not be penalized for discontinuing a Private Line 1.5 Service commitment if:

- (A) A revision in Private Line 1.5 Service pricing provision results in higher plan rates for the plan to which the Customer has committed and to which the Customer has not given written consent.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.13 Private Line 1.5 (continued)****3.13.2 Termination of Term Plan (continued)**

- (B) The Customer selects and commits to a new plan having a longer term. The Customer enters into a new Service commitment plan with a longer term than the existing plan for the same circuit. The pricing change will be effective at the start of the next billing cycle following the completion of the processing of the request.

**3.13.3 T-1 Access Charges**

Access facilities from the subscriber's premises to the Company-Provided POP are required at both ends of the Private Line 1.5 Service. Access can be either by leased local exchange company T-1 access lines or by other access arrangement. If the Company obtains the T-1 access lines for the Customer from the LEC, the subscriber's monthly recurring charge for the access portion of the Service will be the LEC's charge for providing the access lines. The Special Access Surcharge is applied in accordance with LECs' Intrastate Access Tariffs. The Company will cease billing the special access surcharge upon receipt of the exemption certification. Any special construction or non-standard charges assessed by the LEC supplying the T-1 access will also be the responsibility of the Customer. Requests for local access methods provided in lieu of LEC facilities other than co-location will be considered on an individual case basis.

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**SECTION 4 - RATES AND CHARGES****4.1 Long Distance****4.1.1 Option 1**

|     | <u>Service</u>            | <u>Rate Per Minute</u> |                         |
|-----|---------------------------|------------------------|-------------------------|
|     |                           | <u>Switched Access</u> | <u>Dedicated Access</u> |
| (A) | Outbound 1+               | \$0.1600               | \$0.095                 |
| (B) | Toll Free Service         | \$0.1600               | \$0.095                 |
| (C) | Calling Card              | \$0.1600               |                         |
| (D) | Calling Card Fee per Call | \$0.25                 |                         |

**4.1.2 Option 2**

|     | <u>Service</u>            | <u>Rate Per Minute</u> |
|-----|---------------------------|------------------------|
|     |                           | <u>Switched Access</u> |
| (A) | Outbound 1+               | \$0.1600               |
| (B) | Toll Free Service         | \$0.1600               |
| (C) | Calling Card              | \$0.1600               |
| (D) | Calling Card Fee per Call | \$0.25                 |

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**SECTION 4 - RATES AND CHARGES****4.2 Dedicated Plus Services****4.2.1 Basic Service**

| <u>Service</u> | <u>Rate Per Minute</u> |
|----------------|------------------------|
| Outbound 1+    | \$0.1640               |
| 800/888        | \$0.1410               |

**4.2.2 Option A**

| <u>Service</u> | <u>Per Minute Rate</u> |
|----------------|------------------------|
| Outbound 1+    | \$0.1420               |
| 800/888        | \$0.1220               |

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**SECTION 4 - RATES AND CHARGES**

## 4.3 Business Services

|       |                         | Rate Per Minute     |                |                     |
|-------|-------------------------|---------------------|----------------|---------------------|
|       |                         | <u>Outbound 1+</u>  | <u>800/888</u> | <u>Calling Card</u> |
| 4.3.1 | Switched Access Service | \$0.1600            | \$0.1600       | \$0.1600            |
| 4.3.2 | Option B                |                     |                |                     |
|       | Switched Service        | \$ .0860            | \$ .0860       | \$ .1500            |
|       | Dedicated Service       | \$ .0500            | \$ .0500       | \$ .1500            |
|       | Option C                |                     |                |                     |
|       | Plan 1                  | \$ .1090            | N/A            | N/A                 |
|       | Plan 2                  | \$ .0990            | N/A            | N/A                 |
| 4.3.3 | Plus Option 1 & 2       |                     |                |                     |
|       | Switched Service        | \$ .1600            | \$ .1600       | \$ .1500            |
|       | Dedicated Service       | \$ .0950            | \$ .0950       | \$ .1500            |
| 4.3.4 | Option I                |                     |                |                     |
|       | Switched Service        | \$ .0990            | \$ .0990       | \$ .1500            |
|       | Dedicated Service       | \$ .0590            | \$ .0590       | \$ .1500            |
| 4.3.5 | Option 2                |                     |                |                     |
|       | Switched Service        | \$ .1090            | \$ .1090       | \$ .1500            |
|       | Dedicated Service       | \$ .0640            | \$ .0640       | \$ .1500            |
| 4.3.6 | Calling Card Fee        | <u>Fee Per Call</u> | \$0.25         |                     |

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**SECTION 4 - RATES AND CHARGES****4.4 Operator Toll Assistance****4.4.1 Rate Elements**

Operator Toll Assistance is billed on a per minute basis plus a surcharge. Per minute charges are based on the distance and duration of the call and the rate period (Day, Evening, or Night/Weekend) when the call is placed.

**4.4.2 Rate Schedule**

| Rate<br>Mileage | Initial<br>Rate |          |          | Additional<br>Rate |          |          |
|-----------------|-----------------|----------|----------|--------------------|----------|----------|
|                 | Day             | Evening  | Night    | Day                | Evening  | Night    |
| 0- 10           | \$ .1265        | \$ .1012 | \$ .0822 | \$ .1035           | \$ .0828 | \$ .0673 |
| 11- 14          | \$ .1725        | \$ .1380 | \$ .1121 | \$ .1495           | \$ .1196 | \$ .0972 |
| 15- 18          | \$ .2039        | \$ .1656 | \$ .1346 | \$ .1840           | \$ .1472 | \$ .1196 |
| 19- 23          | \$ .2326        | \$ .1794 | \$ .1645 | \$ .1955           | \$ .1564 | \$ .1271 |
| 24- 28          | \$ .2473        | \$ .1955 | \$ .1898 | \$ .1955           | \$ .1673 | \$ .1449 |
| 29- 33          | \$ .2473        | \$ .1978 | \$ .1955 | \$ .2013           | \$ .1794 | \$ .1599 |
| 34- 40          | \$ .2795        | \$ .2070 | \$ .2047 | \$ .2415           | \$ .1875 | \$ .1748 |
| 41- 50          | \$ .2795        | \$ .2070 | \$ .2047 | \$ .2438           | \$ .1892 | \$ .1748 |
| 51- 60          | \$ .2910        | \$ .2162 | \$ .2053 | \$ .2553           | \$ .1961 | \$ .1794 |
| 61- 80          | \$ .3025        | \$ .2168 | \$ .2059 | \$ .2668           | \$ .2047 | \$ .1817 |
| 81-100          | \$ .3140        | \$ .2323 | \$ .2064 | \$ .2731           | \$ .2076 | \$ .1829 |
| 101-125         | \$ .3485        | \$ .2381 | \$ .2076 | \$ .2904           | \$ .2329 | \$ .1909 |
| 126-150         | \$ .3600        | \$ .2530 | \$ .2105 | \$ .3134           | \$ .2507 | \$ .2053 |
| 151-190         | \$ .3715        | \$ .2611 | \$ .2162 | \$ .3249           | \$ .2593 | \$ .2110 |
| 191-300         | \$ .3830        | \$ .2703 | \$ .2248 | \$ .3364           | \$ .2680 | \$ .2197 |
| 301-430         | \$ .4405        | \$ .3393 | \$ .2881 | \$ .3939           | \$ .3025 | \$ .2570 |
| 431 +           | \$ .4405        | \$ .3393 | \$ .2881 | \$ .3939           | \$ .3025 | \$ .2570 |

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**SECTION 4 - RATES AND CHARGES****4.4 Operator Toll Assistance (continued)****4.4.3 Surcharges**

The surcharges for a station-to-station call are as follows: \$2.30 for a sent paid non-coin call, \$2.25 for a collect call, and \$2.35 for a third party billing call. The surcharge for a person-to-person, paid, collect, or third party billing is \$4.90. In addition to the surcharges above, an additional surcharge of \$.50 applies to each 00 call.

**4.5 Directory Assistance Service****4.5.1 Application of Charges**

- (A) The Directory Assistance charge applies to calls made using the Services of the DUC.
- (B) The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

**4.5.2 Rates**

The rate is \$.75 per call.

**4.6 Ultimate Affinity Calling Card****4.6.1 Option 1 Rates**

|                   |        |
|-------------------|--------|
| Per Minute Rate   | \$0.25 |
| Card Fee Per Call | \$0.25 |

**4.6.2 Option 2 & 3 Rates**

|                 |        |
|-----------------|--------|
| Per Minute Rate | \$0.25 |
|-----------------|--------|

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**SECTION 4 - RATES AND CHARGES**

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**SECTION 4 - RATES AND CHARGES**

## 4.8 Long Distance

Rate Per Minute

\$0.1990

## 4.9 NetValue Services

## 4.9.1 NetValue

| Service           | Rate Per Minute |          |
|-------------------|-----------------|----------|
|                   | Peak            | Off-Peak |
| Outbound Switched | \$0.2440        | \$0.2440 |
| 800 Switched      | \$0.2780        | \$0.2780 |
| Calling Card      | \$0.2440        | \$0.2440 |
| Card Fee Per Call | \$0.25          |          |

## 4.9.2 NetValue One

| Service           | Rate Per Minute |          |
|-------------------|-----------------|----------|
|                   | Peak            | Off-Peak |
| Outbound Switched | \$0.2440        | \$0.2440 |
| 800 Switched      | \$0.2780        | \$0.2780 |
| Calling Card      | \$0.2440        | \$0.2440 |
| Card Fee Per Call | \$0.25          |          |

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**SECTION 4 - RATES AND CHARGES**

## 4.10 Residential Services

## 4.10.1 Option 1

## Rate Per Minute

|                           | <u>Peak</u> | <u>Off-Peak</u> |
|---------------------------|-------------|-----------------|
| Outbound Switched         | \$0.1600    | \$0.1600        |
| TFS                       | \$0.1600    | \$0.1600        |
| Calling Card              | \$0.1500    | \$0.1500        |
| Calling Card Fee per Call |             | \$0.25          |

## 4.10.2 Option 2

## Rate Per Minute

|                           | <u>Peak</u> | <u>Off-Peak</u> |
|---------------------------|-------------|-----------------|
| Outbound Switched         | \$0.1600    | \$0.1600        |
| TFS                       | \$0.1600    | \$0.1600        |
| Calling Card              | \$0.1500    | \$0.1500        |
| Calling Card Fee per Call | \$0.25      |                 |
| Minimum Monthly Usage     |             | \$10.00         |
| Monthly Fee               |             | \$2.95          |

## Rate Per Minute

|                   | <u>Peak</u> | <u>Off-Peak</u> |
|-------------------|-------------|-----------------|
| Outbound Switched | \$0.1600    | \$0.1600        |
| TFS               | \$0.1600    | \$0.1600        |
| Calling Card      | \$0.1500    | \$0.1500        |

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**SECTION 4 - RATES AND CHARGES**

Calling Card

Fee per Call

\$0.25

**4.11 Private Line 1.5****4.11.1 Monthly Recurring Charges for transportation of traffic between Company-Provided POPs.**

| Service Term<br>Commitment | Monthly Rate<br>Fixed Charge Per<br>Circuit | Monthly Rate<br>Per Mile Charge or<br>Fraction Thereof |
|----------------------------|---|--|
| Monthly                    | \$990.00                                    | \$5.40   |
| 1 Year                     | \$822.00                                    | \$4.50   |
| 2 Year                     | \$802.00                                    | \$4.40   |
| 3 Year                     | \$772.00                                    | \$4.20   |
| 4 Year                     | \$733.00                                    | \$4.00   |
| 5 Year                     | \$683.00                                    | \$3.70   |

**4.11.2 T-1 Access Charges**

|  | MRC      | One Time Charge |
|--|----------|-----------------|
| Local T-1 Access   | LEC Cost | \$1,165.00      |
| Co-located T-1 Access Fee<br>(Minimum 15 active circuits required) | \$300.00 | \$300.00        |
| Central Office Connection per end                                  | \$157.00 | \$327.00        |
| Local Access Coordination  | \$ 65.00 | \$207.00        |
| Special Access Surcharge   | \$600.00 | N/A             |

**4.11.3 Individual Case Basis**

Private Line Services will be made available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line, nonswitched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the Service and will be made available to the Missouri PSC staff upon request on a proprietary basis. ICB rates will not be used for switched services.

Issue Date: December 5, 2005

Effective Date: January 5, 2006

by: Sam Vogel, Chief Marketing Officer  
Business Productivity Solutions, Inc.  
44 Wall Street, 6th Floor  
New York, New York 10005

**FILED** (T)  
**MO PSC** (T)  
(T)

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**SECTION 4 - RATES AND CHARGES**

**4.12 Payphone Surcharge**

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers, calling card calls, and prepaid card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. Unless stated otherwise in this Tariff, the Customer shall pay the Company a per call surcharge of \$0.60 for all such calls.

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(T)



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**SECTION 5 - PROMOTIONS****5.1 Promotional Offerings**

The company will, from time to time, offer one or more of the following promotions to its Customers waiving or reducing certain rates, charges, fees, or penalties in response to media advertising, direct mail solicitation, telemarketing and/or direct sales presentations. These promotional offerings will be available to Customers who subscribe to one of the Services contained in this Tariff. The promotional offerings may contain a requirement that the Customer remain subscribed to a particular Service for a specified term. Promotional offerings are subject to prior approval of the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period.

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by: Sam Vogel, Chief Marketing Officer  
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**FILED** (T)  
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